

12/31/01

01-03-2002

Attorney Docket No. 20206-000100, -000200

Form PTO-1594

(Rev. 03-01)

OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings

101932944

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ciber, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Michigan  
☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: Effective February 2, 1994

2. Name and address of receiving party(ies)

Name: Ciber, Inc.

Internal Address: \_\_\_\_\_

Street Address: 5251 DTC Parkway, Suite 1400

City: Greenwood Village State: CO ZIP: 80111

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State: Delaware  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached; ☐ Yes ☐ No  
(Designation must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s):

1,185,100 CIBER

1,479,942 CIBER (Stylized)

DEC 31 2001

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lesley S. Craig  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

01/03/2002 GT0111 00000013 201430 1185100

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

6. Total number of applications and registrations involved

2

7. Total fee (37 CFR 3.41): \$65.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Lesley S. Craig  
Name of Person Signing

Lesley S. Craig  
Signature

11-26-01  
Date

Total number of pages including cover sheet, attachments and document: 25

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 2415 FRAME: 0974

State of Delaware

Office of the Secretary of State

PAGE 1

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"CIBER, INC.", A MICHIGAN CORPORATION,

WITH AND INTO "CIBER, INC." UNDER THE NAME OF "CIBER, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF FEBRUARY, A.D. 1994, AT 10 O'CLOCK A.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2363878 8100M

AUTHENTICATION: 1436645

DATE: 11-08-01

010561160

TRADEMARK  
REEL: 2415 FRAME: 0975

**CERTIFICATE OF OWNERSHIP AND MERGER**

**of**  
**CIBER, INC.**  
**(a Michigan corporation)**  
**with and into**  
**CIBER, INC.**  
**(a Delaware corporation)**

Pursuant to the provisions of the Delaware General Corporation Law, CIBER, Inc., a Michigan corporation ("Old CIBER"), and CIBER, Inc., a Delaware corporation ("CIBER"), hereby adopt this Certificate of Ownership and Merger with respect to the merger of Old CIBER into CIBER under Section 253 of the Delaware General Corporation Law.

A. Old CIBER owns 100% of the issued and outstanding capital stock of CIBER.

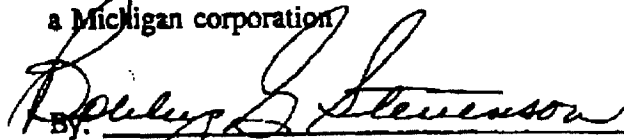
B. The Agreement and Plan of Merger pursuant to which Old CIBER shall be merged into CIBER is attached hereto as Exhibit A and by this reference incorporated herein. Said Agreement and Plan of Merger was adopted, approved, certified, executed and acknowledged in accordance with the laws of Michigan by resolutions of the Board of Directors of Old CIBER on February 1, 1994, copies of which are attached hereto as Exhibit B, and in accordance with the laws of Delaware by resolutions of the Board of Directors of CIBER on February 1, 1994, copies of which are attached hereto as Exhibit C.

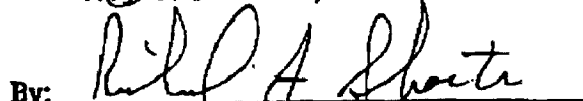
C. The Certificate of Incorporation for CIBER shall be the Amended and Restated Certificate of Incorporation, attached hereto as Exhibit D.

D. The number of shares of Old CIBER and CIBER that voted in favor of the Agreement and Plan of Merger was sufficient for approval of such Agreement and Plan of Merger under the laws of Michigan and Delaware, respectively.

Dated this 2nd day of February, 1994.

CIBER, INC.,  
a Michigan corporation

By:   
Bobby G. Stevenson, President

By:   
Richard Shorter, Secretary

CIBER, INC.,  
a Delaware corporation

By: Bobby G. Stevenson  
Bobby G. Stevenson, Chief Executive Officer

By: Richard Shorter  
Richard Shorter, Secretary

## EXHIBIT A

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Agreement"), dated February 2, 1994, is between CIBER, Inc., a Michigan corporation ("Old CIBER"), and CIBER, Inc., a Delaware corporation ("CIBER").

WHEREAS, Old CIBER is a corporation duly organized and existing under the laws of the State of Michigan, having an authorized capital stock of 5,000,000 shares of common stock, par value \$.01 per share (the "Old CIBER Common Stock");

WHEREAS, CIBER is a corporation duly organized and existing under the laws of the State of Delaware, currently having an authorized capital stock of 20,000,000 shares of common stock, \$.01 par value (the "CIBER Common Stock"), and 5,000,000 shares of preferred stock, \$.01 par value;

WHEREAS, there are 10 shares of CIBER Common Stock issued and outstanding which are owned by Old CIBER, such shares constitute all of the issued and outstanding capital stock of CIBER;

WHEREAS, there are 2,000,000 shares of Old CIBER Common Stock issued and outstanding which are owned by the Bobby G. Stevenson Revocable Trust and the First Stevenson Charitable Remainder Unitrust (collectively, the "Stockholders"), such shares constitute all of the capital stock of Old CIBER;

WHEREAS, the respective boards of directors of Old CIBER and CIBER have determined it advisable and in the best interests of each such corporation that Old CIBER merge with and into CIBER as authorized by the statutes of the states of Michigan and Delaware and upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Old CIBER has approved this Agreement as the sole stockholder of CIBER, and the Stockholders, as the holders of all of the capital stock of Old CIBER entitled to vote, have unanimously approved this Agreement by written consent, in accordance with the laws of the states of Michigan and Delaware.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Old CIBER and CIBER hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, Old CIBER shall be merged with and into CIBER (the "Merger"), and CIBER shall be the surviving corporation (sometimes hereafter referred to as the "Surviving Corporation"). The name of the Surviving Corporation shall be CIBER, Inc. The Merger shall become effective on

February 2, 1994 or on and as of the date upon which this Agreement is filed with the Secretaries of State of the states of Michigan and Delaware (the "Effective Date").

2. **Governing Documents.** The Amended and Restated Certificate of Incorporation of CIBER, attached hereto as Exhibit A, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. The Bylaws of CIBER, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. References to "the Corporation" in Article VI of the Bylaws of CIBER shall include Old CIBER, in addition to CIBER, so that any person who was a director or officer of Old CIBER or is or was serving at the request of Old CIBER as a director, employee or agent of another corporation, partnership, joint venture, trust, association or other entity shall stand in the same position under the provisions of said Article VI with respect to CIBER as he would if he had served CIBER in the same capacity or is or was so serving such other entity at the request of CIBER, as the case may be.

3. **Succession; Officers and Directors.** On the Effective Date, the separate corporate existence of Old CIBER shall cease and CIBER, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of Old CIBER; and all property, real, personal and mixed, and all debts due to Old CIBER on whatever account, as well as for share subscriptions and all other things in action belonging to Old CIBER, shall be vested in the Surviving Corporation; and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of Old CIBER, and the title to any real estate vested by deed or otherwise in Old CIBER, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Old CIBER shall be preserved unimpaired, and all debts, liabilities and duties of Old CIBER shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Old CIBER, its stockholders, board of directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of CIBER and shall be as effective and binding thereon as the same were with respect to Old CIBER.

On the Effective Date, except as provided elsewhere in this Agreement, the officers of CIBER shall be and continue to serve as the officers of the Surviving Corporation, to hold the

positions in the Surviving Corporation to which they have been elected as officers of CIBER and to serve in accordance with the Bylaws of the Surviving Corporation; and the employees and agents of Old CIBER shall become the employees and agents of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Old CIBER.

On the Effective Date, the following persons shall be and constitute the board of directors of the Surviving Corporation until their respective successors shall have been duly elected and qualified, or until their earlier death, resignation or removal: Bobby G. Stevenson, Mac J. Slingerland and Richard A. Shorter.

4. Further Assurances. From time to time, as and when required by CIBER, or by its successors and assigns, there shall be executed and delivered on behalf of Old CIBER such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in CIBER the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Old CIBER, and otherwise to carry out the purposes of this Agreement, and the officers and directors of CIBER are fully authorized in the name and on behalf of Old CIBER or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Conversion and Cancellation of Old CIBER Common Stock.

(a) On the Effective Date, each of the 2,000,000 shares of Old CIBER Common Stock issued and outstanding immediately prior to the Effective Date shall cease to be outstanding and thereupon shall each be converted into and shall be 1.9375 shares of fully paid, nonassessable shares of CIBER Common Stock, \$.01 par value per share.

(b) On or after the Effective Date, the holders of outstanding shares of Old CIBER Common Stock shall surrender their certificates for cancellation to CIBER's corporate secretary, who shall act as the exchange agent to effect the exchange of Old CIBER share certificates for certificates representing shares of CIBER Common Stock. Each holder of Old CIBER Common Stock shall be entitled upon such surrender to receive in exchange therefore a certificate representing the shares of CIBER Common Stock to which it is entitled pursuant to Section 5(a) above. Until such surrender and cancellation, each share of outstanding Old CIBER Common Stock shall, after the Effective Date, be deemed for all corporate purposes to evidence solely the number of shares of CIBER Common Stock to which it is entitled under Section 5(a) above.

(c) In its sole discretion, CIBER may elect (i) to round up to the nearest whole share, in lieu of issuing fractional shares of CIBER Common Stock as a result of the Merger or (ii) to pay the fair market value of such fractional shares to the holders who would otherwise be entitled to such fractional shares of CIBER Common Stock, as determined in good faith by its board of directors.

(d) To the extent there are any options for shares of Old CIBER Common Stock outstanding on the Effective Date, such options shall be converted into options exercisable for shares of CIBER Common Stock.

(e) The 10 shares of CIBER Common Stock presently issued in the name of Old CIBER shall be cancelled and retired and no shares of CIBER Common Stock or other security of CIBER shall be issued in respect thereof.

6. **Amendment.** Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties at any time prior to the Effective Date with respect to any of the terms contained in this Agreement.

7. **Abandonment.** At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the board of directors of either Old CIBER or CIBER, or both, notwithstanding approval of this Agreement by the stockholders of Old CIBER and CIBER entitled to vote thereon, if circumstances arise which, in the opinion of the board of directors of either Old CIBER or CIBER, make the Merger inadvisable.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.


9. **Agreement for Service of Process; Dissenting Stockholders.** The Surviving Corporation, from and after the Effective Date, agrees that it may be sued and served with process in the State of Michigan at 4 Parklane Boulevard, Suite 323, Dearborn, Michigan 48126, in any proceeding for the enforcement of any obligation of Old CIBER and in any proceeding for the enforcement of the rights of a dissenting stockholder of Old CIBER against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Michigan as its agent to accept service of process in any such proceeding.

10. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.



IN WITNESS WHEREOF, Old CIBER and CIBER have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

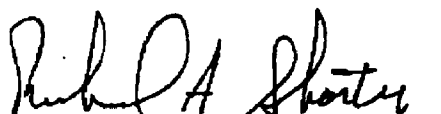
ATTEST:

By   
Richard A. Shorter  
Secretary

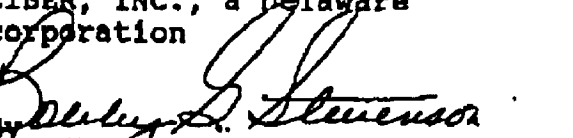
CIBER, INC., a Michigan  
corporation

By   
Bobby G. Stevenson  
President

ATTEST:

By   
Richard A. Shorter  
Secretary

CIBER, INC., a Delaware  
corporation

By   
Bobby G. Stevenson  
Chief Executive Officer

## EXHIBIT B

**ACTION BY WRITTEN CONSENT  
OF  
THE SOLE DIRECTOR  
OF  
CIBER, INC.,  
a Michigan corporation**

Under and in accordance with Section 450.1521 of the Michigan Business Corporation Act, the undersigned, being the sole member of the Board of Directors (the "Board") of CIBER, Inc., a Michigan corporation (the "Company"), waiving all notice, hereby executes this instrument to evidence his consent to the taking of the actions set forth herein, and the adoption of the following preambles and resolutions without the holding of a meeting:

**WHEREAS**, it is proposed that the Company merge itself with and into its wholly-owned subsidiary, CIBER, Inc., a Delaware corporation ("CIBER Delaware") (the "Merger"), substantially on the terms set forth in the Agreement and Plan of Merger (the "Merger Agreement") presented to the Board with these resolutions and attached hereto as Exhibit A;

**WHEREAS**, upon consummation of the Merger, all of the Company's estate, property, rights, privileges, powers and franchises will be transferred to and become the property of CIBER Delaware as the surviving corporation in the Merger; and

**WHEREAS**, after review of the Merger Agreement, the Board has determined that it is advisable and in the best interests of the Company and its stockholders that the Company merge with and into CIBER Delaware substantially on the terms and conditions set forth in the Merger Agreement, and therefore to authorize the execution, delivery and performance thereof.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company merge with and into CIBER Delaware, such transaction to be substantially in accordance with the terms set forth in the following resolutions and in the form of Merger Agreement presented with these resolutions, which form, terms and conditions are hereby approved in all respects; and further

**RESOLVED**, that, subject to the prior approval by the Board of Directors of CIBER Delaware, the Company enter into the Merger Agreement with CIBER Delaware which, among other things, provides that, as a result of the Merger, the separate corporate existence of the Company shall cease and CIBER

Delaware shall be the surviving corporation and shall succeed to the ownership of all of the assets, have the rights, powers and privileges and assume all of the obligations of the Company and continue operations as a Delaware corporation under the name "CIBER, Inc."; and further

**RESOLVED**, that the appropriate officers of the Company be, and each of them hereby is, authorized, directed and empowered, for and on behalf of the Company, to execute, verify and deliver the Merger Agreement, with such changes therein as the officers executing the same shall approve, the execution and delivery thereof by such officers to be conclusive evidence of approval by the Board of the Merger Agreement as so executed and delivered; and further

**RESOLVED**, that the Merger shall become effective at such time as the Chief Executive Officer, the President or any Vice President of the Company shall determine and as shall be set forth in the Certificate of Ownership and Merger to be filed with the Secretary of State of Delaware and the Certificate of Merger to be filed with the Secretary of State of Michigan; and further

**RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized, directed and empowered, for and on behalf of the Company, to execute all documents and take such further action, including, but not limited to, submitting the Merger Agreement to the stockholder(s) of the Company for approval and, upon such approval, filing a Certificate of Ownership and Merger with the Secretary of State for the State of Delaware and a Certificate of Merger with the Secretary of State of the State of Michigan, as they may deem necessary, appropriate or advisable to effect the Merger and the purposes of each of the foregoing preambles and resolutions.

**IN WITNESS WHEREOF**, the undersigned has executed this Action by Written Consent effective as of February 1, 1994.



Bobby G. Stevenson  
Being the sole director of CIBER, Inc.

**WAIVER OF NOTICE  
AND  
ACTION BY WRITTEN CONSENT  
OF THE STOCKHOLDERS  
OF  
CIBER, INC.,  
a Michigan corporation**

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Under and in accordance with Section 450.1407 of the Michigan Business Corporation Act, we, the undersigned, constituting the holders of all the outstanding shares of Common Stock of CIBER, Inc., a Michigan corporation (the "Company"), waiving all notice, hereby execute this instrument or a counterpart hereof, to evidence our consent to the taking of the actions set forth in, and the adoption of, the following preambles and resolutions without the holding of the meeting:

**WHEREAS**, on February 1, 1994, the Board of Directors of the Company (the "Board") approved the merger of the Company with and into its wholly owned subsidiary, CIBER, Inc., a Delaware corporation ("CIBER Delaware"), (the "Merger") substantially in accordance with the terms of the Agreement and Plan of Merger (the "Merger Agreement") in the form submitted with these resolutions to the stockholders of the Company and attached hereto as Exhibit A;

**WHEREAS**, the Board is submitting the Merger and the Merger Agreement to the stockholders for their approval; and

**WHEREAS**, it is in the best interests of and fair to the Company and its stockholders to approve the Merger and the consummation thereof in accordance with the terms of the Merger Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company merge with and into CIBER Delaware, such transaction to be substantially in accordance with the terms set forth in the resolutions adopted and approved by the Board and in the form of Merger Agreement presented with these resolutions, which form, terms and conditions are hereby approved in all respects; and further

**RESOLVED**, that, subject to the prior approval by the Board of Directors of CIBER Delaware, the Company enter into the Merger Agreement with CIBER Delaware which, among other things, provides that, as a result of the Merger, the separate corporate existence of the Company shall cease and CIBER Delaware shall be the surviving corporation and shall succeed to the ownership of all of the assets, have the rights, powers and privileges and assume all of the obligations of the Company and continue its operations as a Delaware corporation under the name "CIBER, Inc."

**IN WITNESS WHEREOF**, the undersigned have executed this Action by Written Consent as of the 1st day of February, 1994.

**THE FIRST STEVENSON CHARITABLE  
REMAINDER UNITRUST**

By: \_\_\_\_\_  
Roger Duval , Trustee

**THE BOBBY G. STEVENSON REVOCABLE  
TRUST**

By: Bobby G. Stevenson  
Bobby G. Stevenson, Trustee

Being all of the stockholders of the Company

02-01-1994 08:38AM FROM CIBER

TO

DUAL P.03

**RESOLVED**, that, subject to the prior approval by the Board of Directors of CIBER Delaware, the Company enter into the Merger Agreement with CIBER Delaware which, among other things, provides that, as a result of the Merger, the separate corporate existence of the Company shall cease and CIBER Delaware shall be the surviving corporation and shall succeed to the ownership of all of the assets, have the rights, powers and privileges and assume all of the obligations of the Company and continue its operations as a Delaware corporation under the name "CIBER, Inc."

**IN WITNESS WHEREOF**, the undersigned have executed this Action by Written Consent as of the 1st day of February, 1994.

**THE FIRST STEVENSON CHARITABLE  
REMAINDER UNITRUST**

By:   
Roger Devall, Trustee

**THE BOBBY G. STEVENSON REVOCABLE  
TRUST**

By: \_\_\_\_\_  
Bobby G. Stevenson, Trustee

Being all of the stockholders of the Company

## EXHIBIT C

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS  
OF  
CIBER, INC.  
a Delaware corporation**

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Under and in accordance with Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the members of the Board of Directors (the "Board") of CIBER, Inc., a Delaware corporation (the "Company"), waiving all notice, hereby execute this instrument, or a counterpart hereof, to evidence their unanimous consent to the taking of the actions set forth herein, and the adoption of the following preambles and resolutions without the holding of a meeting;

**WHEREAS**, it is proposed that CIBER, Inc., a Michigan corporation ("CIBER Michigan"), merge with and into the Company (the "Merger"), substantially on the terms set forth in an Agreement and Plan of Merger (the "Merger Agreement") in the form presented to the Board with these resolutions and attached hereto as Exhibit A;

**WHEREAS**, upon consummation of the Merger, all of CIBER Michigan's estate, property, rights, privileges, powers and franchises will be transferred to and become the property of the Company as the surviving corporation in the Merger; and

**WHEREAS**, after review of the Merger Agreement, the Board has determined that it is advisable and in the best interests of the Company and its sole stockholder that CIBER Michigan merge with and into the Company substantially on the terms and conditions set forth in the Merger Agreement, and therefore to authorize the execution, delivery and performance thereof.

**NOW, THEREFORE, BE IT RESOLVED**, that CIBER Michigan merge with and into the Company, such transaction to be substantially in accordance with the terms set forth in the following resolutions and in the form of Merger Agreement presented with these resolutions, which form, terms and conditions are hereby approved in all respects; and further

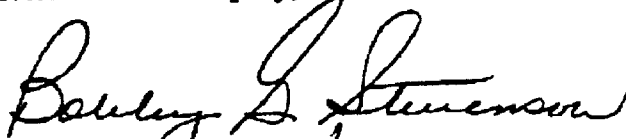
**RESOLVED**, that, subject to the prior approval by the Board of Directors and stockholders of CIBER Michigan, the Company enter into the Merger Agreement with CIBER Michigan

which, among other things, provides that, as a result of the Merger, the separate existence of CIBER Michigan shall cease and the Company shall be the surviving corporation and shall succeed to the ownership of all of the assets, have the rights, powers and privileges and assume all of the obligations of CIBER Michigan and continue operations as a Delaware corporation under the name "CIBER, Inc.;" and further

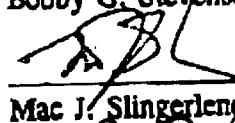
**RESOLVED**, that the Chief Executive Officer, President, Executive or Senior Vice President and Secretary of the Company be, and each of them hereby is, authorized, directed and empowered, for and on behalf of the Company, to execute, verify and deliver the Merger Agreement, with such changes therein as the officers executing the same shall approve, the execution and delivery thereof by such officers to be conclusive evidence of approval by the Board of the Merger Agreement as so executed and delivered; and further

**RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized, directed and empowered, for and on behalf of the Company, to execute all documents and take such further action, including, but not limited to, submitting the Merger Agreement to the sole stockholder of the Company for approval and, upon such approval, filing a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and a Certificate of Merger with the Secretary of State of the State of Michigan, as they may deem necessary, appropriate or advisable to effect the Merger and the purposes of each of the foregoing preambles and resolutions.

**IN WITNESS WHEREOF**, the undersigned have executed this Action by unanimous Written Consent of the Board of Directors of the Company, effective as of February 1, 1994.



Bobby G. Stevenson



Mac J. Slingerland



Richard A. Shorter

Being all of the directors of the Company



**WAIVER OF NOTICE  
AND  
ACTION BY WRITTEN CONSENT  
OF THE SOLE STOCKHOLDER  
OF  
CIBER, INC.,  
a Delaware corporation**

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Under and in accordance with Section 228 of the Delaware General Corporation Law, the undersigned, being the sole stockholder of CIBER, Inc., a Delaware corporation (the "Company"), waiving all notice, hereby executes this instrument to evidence its consent to the taking of the actions set forth in, and the adoption of, the following preambles and resolutions without the holding of the meeting:

WHEREAS, on February 1, 1994, the Board of Directors (the "Board") of the Company approved the merger of CIBER, Inc., a Michigan corporation ("CIBER Michigan"), with and into the Company (the "Merger"), substantially in accordance with the terms of an Agreement and Plan of Merger (the "Merger Agreement") in the form submitted with these resolutions to the stockholder of the Company and attached hereto as Exhibit A;

WHEREAS, the Board is submitting the Merger and the Merger Agreement to its sole stockholder for approval; and

WHEREAS, it is in the best interests of and fair to the Company and its sole stockholder to approve the Merger and the consummation thereof in accordance with the terms of the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the merger of CIBER Michigan with and into the Company, such transaction to be substantially in accordance with the terms set forth in the resolutions adopted and approved by the Board and in the form of Merger Agreement presented with these resolutions, which form, terms and conditions are hereby approved in all respects; and further

RESOLVED, that the Company enter into the Merger Agreement with CIBER Michigan which, among other things, provides that, as a result of the Merger, the separate existence of CIBER Michigan shall cease and the Company will be the

surviving corporation and shall succeed to the ownership of all of the assets, have the rights, powers and privileges and assume all of the obligations of CIBER Michigan and conduct operations as a Delaware corporation under the name "CIBER, Inc."

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of the 1st day of February, 1994.

CIBER, INC.,  
a Michigan corporation

By:

  
Bobby G. Stevenson  
President

Being the sole stockholder of the Company

## EXHIBIT D

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
CIBER, INC.**

**ARTICLE 1**

The name of the Corporation is CIBER, Inc. (hereinafter referred to as the "Corporation").

**ARTICLE 2**

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

### ARTICLE 3

The nature of the business of the Corporation and the purposes for which it is organized are to engage in any business and in any lawful act or activity for which corporations may be organized under the GCL and to possess and employ all powers and privileges now or hereafter granted or available under the laws of the State of Delaware to such corporations.

### ARTICLE 4

**Section 4.1 Authorized Shares.** The total number of shares that the Corporation shall have authority to issue is twenty-five million (25,000,000), of which twenty million (20,000,000) shares shall be common stock, each with a par value of \$.01, and five million (5,000,000) shares shall be preferred stock, each with a par value of \$.01.

**Section 4.2 Common Stock.** Each holder of common stock shall be entitled to one vote for each share of common stock held on all matters as to which holders of common stock shall be entitled to vote. Except for and subject to those preferences, rights, and privileges expressly granted to the holders of preferred stock, and except as may be provided by the laws of the State of Delaware, the holders of common stock shall have exclusively all other rights of stockholders of the Corporation, including, but not by way of limitation, (i) the right to receive dividends, when, as and if declared by the board of directors out of assets lawfully available therefor, and (ii), in the event of any distribution of assets upon the dissolution and liquidation of the Corporation, the right to receive ratably and equally all of the assets of the Corporation remaining after the payment to the holders of preferred stock of the specific amounts, if any, which they are entitled to receive as may be provided herein or pursuant hereto.

**Section 4.3 Preferred Stock.** The board of directors of the Corporation is authorized to provide by resolution or resolutions for the issuance of the shares of preferred stock as a class or in series and, by filing a certificate of designation, pursuant to the GCL, setting forth a copy of such resolution or resolutions, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of the class or of each such series and the qualifications, limitations and restrictions thereof. The authority of the board of directors with respect to the class or each series shall include, but not be limited to, determination of the following:

(i) The number of shares constituting any series and the distinctive designation of that series;

(ii) The dividend rate on the shares of the class or of any series, whether dividends shall be cumulative and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of the class or of that series;

(iii) Whether the class or any series shall have voting rights, in addition to the voting rights provided by law and, if so, the terms of such voting rights;

(iv) Whether the class or any series shall have conversion privileges and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the board of directors shall determine;

(v) Whether or not the shares of the class or of any series shall be redeemable and, if so, the terms and conditions of such redemption, including the date or date upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(vi) Whether the class or any series shall have a sinking fund for the redemption or purchase of shares of the class or of that series and, if so, the terms and amount of such sinking fund;

(vii) The rights of the shares of the class or of any series in the event of voluntary or involuntary dissolution or winding up of the corporation and the relative rights of priority, if any, of payment of shares of the class or of that series; and

(viii) Any other powers, preferences, rights, qualifications, limitations, and restrictions of the class or of any series.

## ARTICLE 5

Section 5.1 Number of Directors. The number of directors of the Corporation shall be fixed from time to time in the manner provided in the bylaws and may be increased or decreased from time to time in the manner provided in the bylaws.

Section 5.2 Election and Term. Election of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation. The directors shall be divided into three classes as determined by the board of directors, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire board of directors. At the next annual meeting of stockholders, Class I directors shall be elected for a one-year term, Class II directors shall be elected for a two-year term, and Class III directors for a three-year term. At each succeeding annual meeting of stockholders thereafter, successors to the class of directors whose terms expired at that annual meeting shall be elected for a three-year term. If the number of directors has changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director

shall hold office until the annual meeting for the year in which his term expires and until his successor shall be elected and qualified, subject, however, to such director's prior death, resignation, retirement, disqualification or removal from office.

**Section 5.3 Vacancies.** Newly created directorships resulting from any increase in the number of directors and any vacancies on the board of directors resulting from death, resignation, disqualification, removal or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office or a sole remaining director, even if less than a quorum of the board of directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the new directorship which was created or in which the vacancy occurred and until such director's successor shall have been elected and qualified.

## ARTICLE 6

The board of directors of the Corporation is expressly authorized to make, alter, or repeal the bylaws of the Corporation, but such authorization shall not divest the stockholders of the power, nor limit their power, to adopt, amend or repeal bylaws.

## ARTICLE 7

**Section 7.1 Special Meetings.** Except as otherwise required by law and subject to the rights of the holders of any class or series of stock having a preference over the common stock, special meetings of the stockholders may be called only by the chairman of the board, the chief executive officer, the president, the executive vice president or the board of directors pursuant to a resolution approved by a majority of the entire board of directors.

**Section 7.2 Stockholder Action.** Any action required or permitted to be taken by the stockholders of the Corporation at a duly called annual or special meeting of such stockholders may be effected without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by stockholders holding not less than two-thirds of the voting power of the outstanding stock entitled to vote. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE 8

No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except as to liability for (i) any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) violations of Section 174 of the GCL or (iv) any transaction from which the director derived any improper personal benefit. If the GCL hereafter is

amended to eliminate or limit further the liability of a director, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each director shall be eliminated or limited to the fullest extent provided or permitted by the amended GCL. Any repeal or modification of this Article 8 shall not adversely affect any right or protection of a director under this Article 8, as in effect immediately prior to such repeal or modification, with respect to any liability that would have accrued, but for this Article 8, prior to such repeal or modification.

## ARTICLE 9

Section 9.1 General. The Corporation shall indemnify, to the fullest extent permitted by applicable law as from time to time may be in effect, any person against all liability and expense (including, but not limited to, attorneys' fees and settlement costs) incurred by reason of the fact that he is or was a director or officer of the Corporation, or while serving as a director or officer of the Corporation, he is or was serving at the request of the Corporation as a director, officer, partner or trustee of, or in any similar managerial or fiduciary position of, or as an employee or agent of, another corporation, partnership, joint venture, trust, association, or other entity, or by reason of any action alleged to have been taken or omitted in such capacity. Expenses (including attorneys' fees) incurred in defending an action, suit, or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding to the fullest extent and under the circumstances permitted by the laws of the State of Delaware. The right to indemnification conferred upon such persons by this Article 9 shall be a contract right. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Corporation would have the power to indemnify against such liability under the provisions of this Article 9. The indemnification provided by this Article 9 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under this Certificate of Incorporation, any bylaw, agreement, vote of stockholders or disinterested directors, statute, or otherwise, and shall inure to the benefit of their heirs, executors, and administrators. The provisions of this Article 9 shall not be deemed to preclude the Corporation from indemnifying other persons from similar or other expenses and liabilities as the board of directors or the stockholders may determine in a specific instance or by resolution of general application.

### Section 9.2 Presumptions and Effect of Certain Proceedings.

A. In making a determination with respect to entitlement to indemnification, the person or persons or entity making such determination shall presume that such person is entitled to indemnification under this Article 9, and the Corporation shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

B. The termination of any proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its

equivalent, shall not (except as otherwise expressly provided in this Certificate of Incorporation or in the Corporation's bylaws) of itself adversely affect the right of any person to indemnification or create a presumption that such person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Neither the amendment nor the repeal of this Article 9, nor the adoption of any provision of the Certificate of Incorporation or bylaws or of any statute inconsistent with this Article 9, shall eliminate or reduce the effect of this Article 9, in respect of any acts or omissions occurring prior to such amendment, repeal or adoption of an inconsistent provision.

#### ARTICLE 10

The Corporation shall have authority, to the fullest extent now or hereafter permitted by the GCL, or by any other applicable law, to enter into any contract or transaction with one or more of its directors or officers, or with any corporation, partnership, joint venture, trust, association, or other entity in which one or more of its directors or officers are directors or officers, or have a financial interest, notwithstanding such relationships and notwithstanding the fact that the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction.

#### ARTICLE 11

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.



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**ARTICLE 12**

The names and mailing addresses of the persons who are to serve as directors of the Corporation until their successors are elected and qualified or until their earlier resignations or removal are:

| <u>Name</u>        | <u>Mailing Address</u>   |
|--------------------|--|
| Bobby G. Stevenson | 1200 Seventeenth Street, Suite 2700<br>Denver, Colorado 80202-5827 |
| Mac J. Slingerland | 1200 Seventeenth Street, Suite 2700<br>Denver, Colorado 80202-5827 |
| Richard A. Shorter | 1200 Seventeenth Street, Suite 2700<br>Denver, Colorado 80202-5827 |